

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: MAY 19, 2004 Division: TDC

Bulk Item: Yes X No Department:

AGENDA ITEM WORDING:

Approval of an Amendment to Agreement with Tinsley Advertising and Marketing. Inc. to exercise option to extend Agreement through to September 30, 2006.

ITEM BACKGROUND:

TDC approved same at their meeting of April 14, 2004.

PREVIOUS REVELANT BOCC ACTION:

BOCC approved original Agreement at their meeting of July 19, 2001.

CONTRACT/AGREEMENT CHANGES:

Extension of Agreement

STAFF RECOMMENDATIONS:

Approval

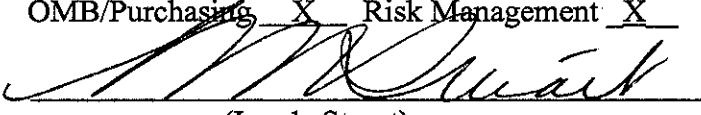
TOTAL COST: Based On Commission

BUDGETED: Yes X No

COST TO COUNTY: Based on Commission **SOURCE OF FUNDS:** TDC

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL: 
(Lynda Stuart)

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION: **AGENDA ITEM #** E3

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Tinsley Advertising Contract #
And Marketing, Inc. Effective Date: 10/1/04
Expiration Date: 9/30/06

Contract Purpose/Description:

Approval of an Amendment to Agreement with Tinsley Advertising and Marketing Inc. to exercise option to extend Agreement through to September 30, 2006.

Contract Manager: Maxine Pacini 3523 TDC # 3
(Name) (Ext.) (Department/Stop #)

for BOCC meeting on 5/19/04 Agenda Deadline: 5/4/04

CONTRACT COSTS

Total Dollar Value of Contract: \$ Based on Current Year Portion: \$
Commission

Budgeted? Yes ☒ No ☐ Account Codes: **SEE ATTACHED SHEET**

Grant: \$

County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>3/18/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Stuart</u>	<u>3/18/04</u>
Risk Management	<u>3/23/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Bill Gunkan</u>	<u>3/23/04</u>
O.M.B./Purchasing	<u>03/18/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Sheila A. Barker</u>	<u>3/23/04</u>
County Attorney	<u>3/12/04</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>S. Hutton</u>	<u>3/12/04</u>

Comments:

ACCOUNT CODE ATTACHMENT

TINSLEY ADVERTISING AND MARKETING AGREEMENT

ACCOUNT CODES

115	75011	530340	T45C239X	530480
115	75011	530340	T45C239X	530470
115	75022	530340	T45F239X	530340
115	75022	530340	T45F239X	530470
115	75033	530340	T45D239X	530340
115	75033	530340	T45D239X	530480
115	75033	530340	T45D239X	530410
116	76065	530340	T46G378X	530340
116	76065	530340	T46G378X	530470
116	76065	530340	T46G379X	530340
116	76065	530340	T46G379X	530400
116	76065	530340	T46G379X	530410
116	76065	530340	T46G239X	530340
116	76065	530340	T46G380X	530340
116	76065	530340	T46G380X	530470
116	76660	530340	T46M325X	530340
116	76660	530340	T46M336X	530340
116	76660	530340	T46M326X	530340
116	76660	530340	T46M337X	530340
116	76660	530340	T46M327X	530340
116	76660	530340	T46M338X	530340
116	76660	530340	T46M328X	530340
116	76660	530340	T46M350X	530340
116	76660	530340	T46M329X	530340
116	76660	530340	T46M339X	530340
117	77020	530480	T247P239X	530480
117	77020	530480	T47P239X	530470
118	78020	530480	T48P239X	530480
118	78020	530480	T48P239X	530470
119	79020	530480	T49P239X	530480
119	79020	530480	T49P239X	530470
120	70020	530480	T40P239X	530480
120	70020	530480	T40P239X	530470
121	71020	530480	T41P239X	530480
121	71020	530480	T41P239X	530470

AMENDMENT TO AGREEMENT

THIS ADDENDUM to agreement is made and entered into this ____ day of ____ 2004, between the Board of County Commissioners, Monroe County, Florida and Tinsley Advertising and Marketing, Inc.

WHEREAS, there was a contract entered into on July 19, 2001, between the parties, awarding an agreement for advertising services; and

WHEREAS, original agreement allows for an extension of agreement for an additional twenty four (24) month period beyond the initial award period;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amended agreement as follows:

1. Contract period as outlined in Paragraph 1 be extended to September 30, 2006.
2. The remaining provisions of the contract dated July 19, 2001, not inconsistent herewith remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seal on the day and year first above written.

Tinsley Advertising and Marketing, Inc.

President

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

Deputy Clerk

Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM


SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date

3/12/04

AGREEMENT

THIS AGREEMENT is entered into this 19th day of JULY, 2001, by and between the Board of County Commissioners, Monroe County, Florida, hereinafter referred to as County and Tinsley Advertising and Marketing Inc., hereinafter referred to as Firm;

WHEREAS, Firm is qualified to provide advertising services which promote tourism, and

WHEREAS, the Monroe County Tourist Development Council (TDC) has recommended to County that Firm be awarded an agreement for advertising services, and

WHEREAS, County wishes to enter into this agreement for advertising services with the Firm,

1. Term: The term of this agreement is for a period of three (3) years beginning October 1, 2001 and expiring on September 30, 2004. The County has an option to extend this agreement for an additional twenty four (24) month period beyond the initial award period, upon 90 days prior written notice of agreement extension to Firm.

2. The Firm will serve as the full-service advertising agency for the Monroe County TDC and County. The Firm and the advertising programs are subject to review by the Monroe County TDC.

3. Scope of Services:

A. Key Personnel: This agreement is a professional service agreement with expectation that principal personnel performing the services are those personnel listed. Notice of any change in personnel shall be sent to the TDC and County. The principals assigned are the following:

- 1) Sandra Tinsley, Chairman of the Board;
- 2) Jim Flanagan, President

MINIMUM STAFF PERSONNEL ASSIGNED:

- 1) Account Management Supervisor; approved by the chairman of the TDC and marketing director
- 2) Account Supervisor; Account Executive; and additional staff within the normal services will be assigned as required.

B. At least one of the principals shall meet with the Monroe County TDC at all regularly scheduled meetings of the TDC and at any other times as directed by the TDC.

C. The Firm agrees to assign an advertising account supervisor who will devote such time and effort as necessary to the account on a priority basis, including full time when required. Duties of the account supervisor will include contact as required with the chairman or vice-chairman of the TDC, marketing director or other designee. Other duties include regular visits throughout Monroe County; consultations with TDC Advisory Committees from the five districts and/or chambers of commerce within the Keys as directed by the TDC; participation in, and coordination of, media planning, coordination of production and traffic activities with the Firm, coordination liaison with mail fulfillment services on behalf of the TDC, and liaison with private sector resorts, attractions and other tourism related fields in Monroe County, as it relates to the development of an effective advertising program for the Florida Keys.

D. The Firm agrees that time is of the essence, and to provide on a timely basis copy and concepts; supervision of tangible materials for media and collateral production, including: radio and television, print, Internet, outdoor, direct mail, etc.; traffic and billing of media and collateral production materials.

E. Firm shall employ its knowledge of available media and media research, and normal use of outside media research services to which the Firm subscribes for the purpose of planning media advertising programs.

F. Firm shall counsel County in the use of special media, marketing, product and consumer research as may be advisable.

G. Firm shall formulate and recommend media plans based on written objectives established within the TDC marketing plan and reviewed on an annual basis.

H. Firm shall order space, time or other means of media to be used, endeavoring to secure the most advantageous rates available, checking and verifying such media use, auditing and paying invoices to media.

I. Firm shall negotiate special talent fees in accordance with trade agreements to be more inclusive of total work and keep costs to a minimum.

J. Firm shall establish agreements with sub-contractors for production, traffic and other marketing services.

K. Firm shall have written pre-approval on all advertising, media, projects and materials by the TDC marketing director or TDC chairman.

L. Firm shall have all media and production expense accounts placed on individual purchase orders. All invoices require the proper purchase order number. No invoice will be paid unless account funds are available. No invoices will be paid outside the advertising budget without TDC approval.

4. Compensation: Compensation shall be paid, subject to availability of Tourist Development Tax Funds and approved purchase orders as follows:

A. Media Placement:

1) The Firm shall be compensated for media placement at the net cost to agency plus 13% percent. This will include all generic and district campaigns, cultural, fishing and diving umbrella campaigns, and all co-op advertising. Cooperative advertising would include, but not be limited to the following: corporate sponsorship of events supported by TDC funds, co-op advertising from hotels, motels, attractions and other tourist related businesses within Monroe County. When co-op partners are included in advertising media, the 13% is on the total net amount of media placement only.

2) Firm shall be reimbursed for projects designated as special projects in the annual marketing plan and approved by TDC at actual costs, not to exceed the amount budgeted by TDC, plus 13%, the total not to exceed the amount budgeted by TDC.

3) In the event of a catastrophe, such as a hurricane, which results in severed communications between the Firm and the TDC administrative office, and subject to the provisions in paragraph 18, the Firm shall confer with the County's public relations agency and perform the same types of services of this agreement as the Firm deems to be in the best interest of tourism in the Florida Keys. In consideration of the performance of such services, the County shall pay an amount not to exceed \$150,000.00 the sum of which will include commissions and production costs.

B. REIMBURSABLE EXPENDITURES: The County shall reimburse the Firm for all approved expenditures and payments made on the County's behalf for media placement subject to state and County rules and regulations. Travel expenses of approved personnel on behalf of the business of the TDC shall be compensated at the rates established by Florida law and County policy.

C. Invoices

1) All invoices submitted by the Firm to the TDC shall be marked as to which account it is properly chargeable.

2) Normal production costs for specific pre-approved jobs will be submitted for payment at one time upon completion.

3) No percentage will be added to Firm charges for packaging, shipping, express mail, postage, telephone, telegraph, legal fees and services and travel expenses for Firm's personnel.

4) The Firm's invoices and statements shall be due and payable within 30 days after submission with properly documented backup.

D. Production Charges:

1) 13% Commissions on the net media budget covers the cost of: agency senior management services, account management services, media services, accounting services and staff creative development services for generic, DAC's, events and umbrella's advertising as follows:

(a) Existing newspaper campaign ads, including: revised layout, new copy/copy revisions, art direction, traffic & production supervision. Note: Computer artists and type, stats and color copies not included.

(b) All new Co-op newspaper ads, including: concepts and comprehensive layouts, copy/copy revisions, art direction, traffic & production supervision. Note: Computer artists and type, stats and color copies not included.

(c) Existing magazine ads, including: revised layout, new copy/copy revisions, art direction, traffic & production supervision. Note: Computer artists and type, stats and color copies not included.

2) Creative Services Not Included: staff creative development services for media and collateral materials, i.e.; photo shoots/TV shoots, editing television commercials, videos/informercials, point of sale materials, new magazine campaigns, new newspaper campaign, direct mail, new brochures and major revises to existing brochures will be estimated and prior approval obtained for each project at the following hourly rates:

Concepts and Comprehensive Layouts - \$112.00
Senior Copywriter - \$95.00
Copywriter - \$85.00
Senior Art Direction & Supervision - \$105.00
Broadcast Supervision - \$78.00
Computer Artist & Type - \$95.00
Traffic & Production Supervision - \$67.00
B/W Stats - \$15.00 each, color outputs \$5.00 each

3) Out of pocket expenses for creative development are reimbursable at cost plus 11% and include, but are not limited to, the following:

Photographers and Assistants
Film Production Crew
Editing Facilities & Services
Audio Recording Facilities
Models/Actors/Voice-over talent
Four-Color film (for print pubs)
Retouching 4/color film
Stock photo search and usage fees
SAG and AFTRA Residuals
TV dupes, radio dupes, etc.
Printing
Media and collateral materials

The County and the TDC assume no liability to fund this agreement for an amount in excess of this award. Payment for expenditures permissible by law and County policies shall be made through reimbursement to Firm upon presentation of invoices, and other documentation necessary to support a claim for reimbursement. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC.

5. Records – Access and Audits: The Firm shall maintain adequate and complete records to justify all charges, expenses and costs incurred in performing the work for at least three (3) years after completion of this agreement. The County shall have access to such books, records, and documents concerning the contracted services. The access to and inspection of such books, records, and documents by the TDC/County shall occur at any reasonable time. Firm understands that it shall be responsible for repayment of any and all audit exceptions identified by TDC/County. Any current or subsequent agreement awards will be offset by the amount of any audit exceptions. In the event there are not funds still held by TDC/County for an agreement award, the amount of audit exception shall be billed to Firm who shall promptly pay same.

11. Exclusive Presentation: The Firm agrees that it will not represent any private resort or attraction or other destination within Monroe County or other county or city destinations within the State of Florida without approval from the TDC and County. Provision of creative and mechanical services for participants in co-op advertising and other County programs is permissible. Firm shall act at all times herein as independent contractor, and nothing contained herein shall be construed to create the relation of principal agent or employer and employee, between County and Firm.

12. Disclosure of Financial Interest: The Firm agrees to disclose within thirty (30) days of the execution of this agreement any existing financial interest in the business of its suppliers or providers utilized in fulfillment of this agreement, and shall disclose said interests as they may arise from time to time.

13. Laws and Regulations: It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all local, state and federal laws and regulations.

14. Taxes: The County and TDC are exempt from federal excise and state of Florida sales tax.

15. Finance Charges: The County and TDC will not be responsible for any finance charges.

16. Relations of County/TDC: It is the intent of the parties hereto that Firm shall be legally considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the County and TDC and the County and TDC shall at no time be legally responsible for any negligence on the part of Tinsley Advertising & Marketing Inc., its employees or agents, resulting in either bodily or personal injury or property damage to any individual, Firm or corporation.

17. Disclosure: The Firm shall be required to list any or all potential conflicts or interest, as defined by Florida Statute 112 and Monroe County Code and shall disclose to the County and TDC all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interest of the County and TDC.

18. Force Majeure: Firm shall not be liable for delay in performance or failure to perform, in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war, whether an actual declaration thereof if made or not insurrection, sabotage, riot

6. Advertising Agency of Record: The Firm shall act as the agency of record of the County/TDC bed tax funds for the preparation and placing of all of the latter's advertising, except as mutually agreed otherwise, and for the performance of related or special services as requested by the TDC.

7. Indemnification and Hold Harmless: County shall indemnify and hold Firm harmless from any suits, claims, damages, costs, or expenses arising in connection with false, defamatory, or otherwise objectionable advertising material, including material which invades the privacy of individuals, which advertising material has been suggested, ordered or approved by the TDC. Firm agrees to indemnify and hold harmless Monroe County against any claim of liability, losses and causes of action which may arise out of the fulfillment of the agreement. It agrees to pay all claims and losses and shall defend all suits filed due to the negligent acts, errors or omissions of its employees and/or agents, including related court costs.

8. Property Rights: The County shall own and have all rights subject to Screen Actors Guild and American Federation of TV and Radio Artists regulations and talent contracts, to any and all layouts, copy, art work, films and other advertising materials which the Firm prepared or purchased for the County's account pursuant to a program, campaign, or project which the Tourist Development Council has approved in writing, regardless of whether such material was published, displayed, broadcast, distributed or otherwise presented prior to the termination of the agreement, provided the County has paid for same in accordance with the provisions of this agreement. Rejected concepts and layouts will not be charged to County.

9. Approval and Changes: The TDC shall have the sole and exclusive right to approve, modify, reject, or cancel any and all plans, proposals, submissions and other work in progress, in which case the TDC's directions shall be immediately implemented. However, nothing in this agreement shall be construed as requiring the Firm to violate any contractual commitments to media made on the TDC's behalf. All contractual commitments to media require the TDC's prior written approval. The County shall only be liable for charges approved in writing prior to the Firm entering into such contractual commitment.

10. Termination: Termination of this agreement shall occur at the natural ending date or earlier should either party terminate with or without cause upon providing 120 days written notice prior to the termination date. In the event of early termination, Firm shall exercise due diligence in carrying out its obligations under this agreement until the date of termination. County will not be obligated to pay for any costs incurred after the effective termination date with the exception of pre-approved contracted services.

or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where Firm has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of this agreement. However, Firm shall, within one week of such event, make alternative arrangements to ensure that services continue uninterrupted.

19. Assignment: The Firm shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its rights, title or interest therein, or its power to execute such agreement to any person, company or corporation without prior written consent of the County.

20. Compliance With Laws – Non Discrimination: The Firm shall comply with all international, federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, age, or national origin in the performance of work under this agreement. This agreement shall be subject to all international, federal, state, and local laws and ordinances.

21. Insurance: The Firm shall maintain the following required insurance throughout the entire term of this agreement and any extensions. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Firm to maintain the required insurance shall not extend any deadlines specified in this agreement and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for Firm's failure to maintain the required insurance.

The Firm shall provide, to the County, as satisfactory evidence of the required insurance, either:

- * Certificate of Insurance
- or
- * A Certified copy of the actual insurance policy

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this agreement.

All Insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

The acceptance and/or approval of the Firm's insurance shall not be construed as relieving the Firm from any liability or obligation assumed under this agreement or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared from entitled "Request for Waiver of Insurance Requirements" and approved by Monroe County Risk Management.

A. Prior to the commencement of work governed by this agreement the Firm shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Firm shall obtain Employers' Liability Insurance with limits of not less than:

\$100,000	Bodily Injury by Accident
\$500,000	Bodily Injury by Disease
\$100,000	Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the agreement.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-V1, as assigned by the A.M. Best Company.

B. Prior to the commencement of work governed by this agreement, the Firm shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the agreement and include, as a minimum:

- * Premises Operations
- * Products and Completed Operations
- * Blanket Contractual Liability
- * Personal Injury Liability
- * Expanded Definition of Property Damage

The minimum limits acceptable shall be:
 \$1,000,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000 per person
 \$1,000,000 per Occurrence
 \$ 100,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this agreement. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

C. Recognizing that the work governed by this agreement requires the use of vehicles, the Firm, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintain throughout the life of the agreement and include, as a minimum, liability coverage for:

- * Owned, Non-Owned, and Hired Vehicles

The Minimum limits acceptable shall be:
 \$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person
 \$300,000 per Occurrence
 \$ 50,000 Property Damage

D. Advertising Professional Liability Insurance with minimum limits of \$1,000,000 per Occurrence and \$2,000,000 aggregate.

22. Governing Law/Venue: This agreement shall be governed and construed by and in accordance with the laws of the State of Florida and constitutes the entire agreement between the County and Firm. Venue for any dispute shall be in Monroe County.

23. Entire Agreement Amendment: This writing embodies the entire agreement and understanding between the parties hereto, and there are not other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Any amendment to this agreement shall be in writing recommended by the TDC and approved by the County and signed by both parties.

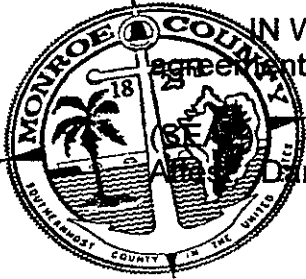
24. Severability: If any provisions of this agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

25. Authority: Each of the signatories for the Firm below certifies and warrants that:

- a) the Firm's name in the agreement is the full name as designated in its corporate charter, and
- b) they are empowered to act in agreement for the contractor, and
- c) this agreement has been approved by the Firm's board of directors

26. Ethics Clause: Firm warrants that he/it has not employed retained or otherwise had act on his/its behalf any former County office or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

27. Public Entity Crime Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

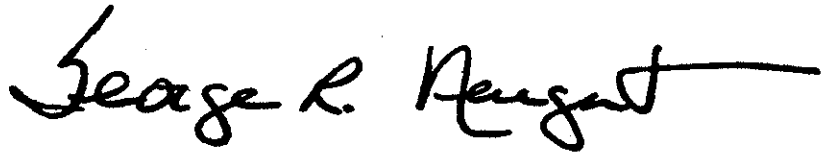


IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written

Danny L. Kolhage, Clerk

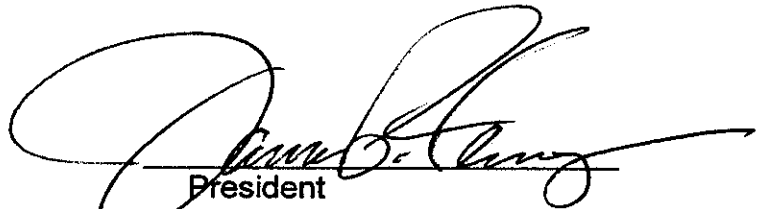
Board of County Commissioners
of Monroe County

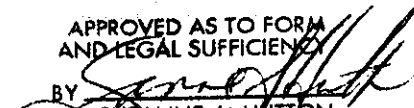

Deputy Clerk


Mayor/Chairman

(CORPORATE SEAL)
Attest:

Tinsley Advertising and Marketing Inc.


President

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY 
SUZANNE A. HUTTON
DATE 5/30/01

Tinsley Advertising Agency Agreement